

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D C 20548

FILE: B-214260.2 DATE: July 11, 1984

MATTER OF: Frontier Contracting Co., Inc.

DIGEST:

Where bid contains a price discrepancy, bid may be corrected, even though other bidders are displaced, since only one price reasonably could be regarded as having been intended bid.

Frontier Contracting Co., Inc. protests the award of a construction contract under invitation for bids (IFB) No. DACA21-84-B-0054 issued by the Army Corps of Engineers. The protester contends that the Army improperly determined that Frontier's bid was ambiguous with respect to price and therefore nonresponsive. Frontier argues that its bid was unambiguous and, in any event, is subject to correction under applicable standards governing mistakes in bid even if a price ambiguity exists. We sustain the protest.

The solicitation required a base bid on two items as well as a separate bid price on one additive item. Frontier's bid was as follows:

<u>BASE BID</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>AMOUNT</u>
Item #1	Job	L.S.	\$400,000
Item #2	Job	L.S.	\$ 80,000
<u>TOTAL BASE BID (Items 1 and 2)</u>			<u>\$480,000</u>
<u>ADDITIVE</u>			
Item #3	Job	L.S.	<u>\$120,000</u>
<u>TOTAL (Base bid plus additive)</u>			<u>\$600,000</u>

Prior to bid opening, Frontier submitted a letter which stated "[m]odify previous mailed proposal as follows" and set forth essentially the following:

029402

BASE BID

Item #1	ADD	DEDUCT	\$133,752
Item #2	ADD	DEDUCT	\$ <u>60,000</u>
<u>TOTAL BASE BID</u>	ADD	DEDUCT	\$193,752

ADDITIVE

Item #3	ADD	DEDUCT	\$ <u>84,000</u>
<u>TOTAL</u>	ADD	DEDUCT	\$277,752

In the modification, Frontier failed to indicate in any way whether the figures shown were to be added or deducted from the firm's original bid. Frontier's bid is low only if the figures are deducted.

The crux of the protest is whether Frontier's bid as modified is reasonably susceptible to more than one interpretation as to the offered price. The protester's argument for the proposition that its bid is not ambiguous and for its request for correction is based on the premise that the "ADD" interpretation is unreasonable and that therefore the only reasonable interpretation is that Frontier, by the modification, intended a "DEDUCT." In support of its position, the protester notes the following comparison:

(Interpreted as Deduct)

Frontier	\$322,248
Pearce (next low bidder)	\$333,788
Government estimate	\$346,640

(Interpreted as Add)

Frontier	\$877,752
Pearce	\$333,788
Government estimate	\$346,640

Frontier asserts that the "ADD" interpretation results in an unreasonably high bid. Additionally, Frontier states that it has historically, although not always, submitted downward modifications to its original bids. Frontier

therefore concludes that when all factors are taken into account, including the bid itself, the range of other bids, and the contracting officer's logic and experience, the only reasonable interpretation of the Frontier bid is that a deduction was intended.

Procurement officials within the agency disagree as to whether Frontier's bid can be accepted. The contracting officer believes that the bid is properly subject to correction because it is subject to only one reasonable interpretation, that is, that a deduction was intended. The contracting officer relies in part on his past personal experience with this particular bidder in arriving at this conclusion. Higher headquarters within the Corps, however, believe that the bid is ambiguous, with Frontier being the low bidder under only one of the following reasonable interpretations: (1) "ADD," (2) "DEDUCT," and (3) change bid to the amount listed in the letter modification, for a new total bid of \$277,752. They argue that since the bid actually intended thus is not substantially ascertainable from the bid itself, the bid must be rejected as nonresponsive.

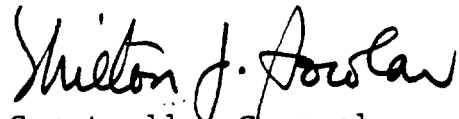
We believe that Frontier's bid may be corrected and accepted. We point out that responsiveness involves whether a bid represents a clear offer to perform, without exception, the services required in the invitation. See Compac-Cutting Machine Corp., B-195865, Jan. 21, 1980, 80-1 CPD ¶ 60. Therefore, a discrepancy that pertains solely to price does not itself make a bid nonresponsive, and may be corrected under appropriate circumstances. See Miller Disposal Services, Inc., B-205715, June 7, 1982, 82-1 CPD ¶ 543; Air Technology International, Inc., B-205771, April 15, 1982, 82-1 CPD ¶ 347.

Generally, where, as here, a bid contains a price discrepancy and the bid would be low on the basis of one price but not the other, correction is not allowed because the discrepancy cannot be resolved without resort to evidence that is extraneous to the bid and has been under the control of the bidder. 51 Comp. Gen. 283 (1971). However, where it is clear from the bid itself what price was actually intended, or where on the basis of logic and experience it can be determined that one price makes sense while the other does not, correction of a bid and displacement of another bidder is allowed. Federal Aviation Administration-Bid Correction, B-187220, Oct. 8, 1976, 76-2 CPD ¶ 326.

Here, we think it is obvious solely from the bid itself what was actually intended since only one price makes sense. We agree with the contracting officer that, based on the range of other bids and the government estimate, the "ADD" interpretation results in an unreasonably high price for the construction work and therefore cannot be reasonably considered the intended bid. Further, since a modification was definitely and expressly stated, we cannot agree that the modification was intended to be a substitute for, rather than to modify, the original bid, as suggested by the agency's headquarters. Our analysis thus results in only one reasonable interpretation: Frontier intended a "DEDUCT" from its original bid.

We therefore believe that application of reason serves to remove any doubt from Frontier's bid. The bid is susceptible to only one interpretation, under which it is the low bid. Since the Army advises that no contract has been awarded under the IFB, award therefore should be made to Frontier, if otherwise proper.

The protest is sustained.



Acting Comptroller General
of the United States